

REMARKS

This Response is submitted in reply to the Office Action dated March 28, 2007 in conjunction with the enclosed Request for Continued Examination. Claims 1, 3-18, and 20-28 have been amended. Claim 19 has been canceled without prejudice or disclaimer. No new subject matter has been added to the claims. Enclosed is a Petition for a One Month Extension of Time to reply to the Office Action. The Commissioner is hereby authorized to charge deposit account 02-1818 for any fees which are due and owing.

Claims Rejections – 35 USC § 112

The Office Action rejected claims 7-12 under 35 U.S.C. § 112, second paragraph, stating that apparatus claim and method claims should be claimed separately. Applicants have amended claims 7-12. Applicants respectfully submit that the amended claims 7-12 meet the requirements of 35 U.S.C. § 112.

Double Patenting Rejection

Claims 1 and 26 have been provisionally rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 11 and 18 of copending Application No. 10/086,014. To advance the prosecution of this application, Applicants have enclosed a terminal disclaimer. Applicants respectfully submit that such terminal disclaimer overcomes such rejection.

Claim Rejections – 35 USC § 103

The Office Action rejected claims 1-17 and 19-28 (each, a "Prior Claim") under 35 U.S.C. § 102(e) as being anticipated by US 2003/0216167 to Gauselmann ("Gauselmann") in view of US 2003/0162584 to Hughs-Baird ("Hughs-Baird"). Applicants respectfully disagree with such rejection at least with respect to independent claims 1, 13, 24 and 26 as filed in the January 23, 2007 Response. Prior Claim 1 included a "repeating" element, and each Prior Claim 13, 24 and 26 defined the concept of selecting until an end-bonus condition occurs. The Office Action does not appear to

have analyzed such elements. In analyzing Prior Claim 19, however, the Office Action did state that Paragraph 36 of Gauselmann discloses that the "[p]layer keeps making selections until the end-bonus option is selected and the game ends." Based on Applicant's review, Gauselmann does not make such disclosure. Paragraph 36 of Gauselmann states the following:

FIG. 5 illustrates another type of bonus game also involving three doors 68-70, where the options 82, displayed to the player, include an award value, an end bonus game option, and an option that takes the player into a different type of bonus game (e.g., the "Treasure Room"). If the player selects a door that has the award, the player gets that award. If the player selects the end bonus game door, the bonus game ends, and the main game can then again be played by the player. If the player selects the door that reveals the Treasure Room, the display changes to a different type of bonus game, such as that shown in FIG. 6. (Emphasis Added).

Such text does not describe the concept of enabling the player to make another selection as long as the player avoids an end bonus door. This text merely provides that the player receives an award for selecting a door with an award. The emphasized text does not disclose enabling the player to make another selection within the game. Rather, it discloses that the player can start an entirely new game. For at least these reasons, Applicants respectfully submit that such rejection is improper, and the Prior Claims are patentable over the Office Action's rejection.

Nonetheless, to advance the prosecution of this application, Applicants have decided to make certain amendments to independent claims 1, 7, 13, 24 and 26.

Claim 1 recites, among other elements: "... if any designated reserved input is received, overriding the end-bonus bonus condition by repeating at least step (k); (n) if no reserved input is designated, ending the bonus round after the selection associated with the end-bonus condition is picked ..."

Claim 7 recites, among other elements: "... if any designated reserved input is received, overriding the end-bonus condition by repeating at least step (i); (l) if no reserved input is designated, ending the bonus round after the selection associated with the end-bonus condition is picked ..."

Claim 13 recites, among other elements: "... if any designated reserved input is received, overriding the end-bonus bonus condition by repeating at least step (v), (vii) if

no reserved input is designated, ending the bonus round after the selection associated with the end-bonus condition is picked . . ."

Claim 24 recites, among other elements: ". . . if the player provides the designated reserved input, overriding the end-bonus bonus condition by repeating the enabling selection step at least once; if no reserved input is designated, ending the bonus round after the selection associated with the end-bonus condition is picked . . ."

Claim 26 recites, among other elements: ". . . if any designated reserved input is received, override the end bonus condition after the symbol associated with the end bonus condition is picked; (o) if no reserved input is designated, end the bonus game after the symbol associated with the end bonus condition is picked . . ."

Gauselmann does not disclose the elements recited above. For at least this reason, Applicants respectfully submit that the claims are patentable over the combination of Gauselmann and Hughs-Baird.


The Office Action also rejected dependent claim 18 under 35 U.S.C. § 103(a) as being unpatentable over Gauselmann in view of Hughs-Baird, further in view of US 6,511,375 to Kaminkow ("Kaminkow"). Claim 18 depends from independent claim 13. For the reasons provided above, Applicants respectfully submit that claim 13 is patentable over the combination of Gauselmann, Hughs-Baird and Kaminkow.

For the foregoing reasons, Applicants respectfully submit that the claims submitted with this Response are in condition for allowance. An earnest endeavor has been made to place this application in condition for formal allowance and is courteously solicited. If the Examiner has any questions regarding this Response, the Applicants respectfully request that the Examiner contact the undersigned.

Respectfully submitted,

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